



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding E Y PROPERTIES LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: MNR MND MNDC MNSD FF

### **Introduction:**

Only the landlord (by agents) attended and gave sworn testimony. The landlord said they served the Application for Dispute Resolution on the tenant by registered mail and provided proof of tracking information showing it was refused by the tenant. I find the application is deemed to be served pursuant to section 90 of the Act. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 7, 46 and 67 for unpaid rent and damages;
- b) To retain the security deposit to offset the amount owing; and
- c) An order to recover the filing fee pursuant to Section 72.

### **Issue(s) to be Decided:**

Has the landlord has proved on a balance of probabilities that the tenant damaged the property, that it was beyond reasonable wear and tear and the cost of repair? Is the landlord entitled to recover the filing fee?

### **Background and Evidence:**

The tenant did not attend the hearing although served with the Application/Notice of Hearing. The landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The landlord stated that the tenancy commenced January 1, 2017 on a fixed term to December 31, 2017, that monthly rent was \$1000 and a security deposit of \$500 was paid in January 2017. The landlords provided proof that the tenant vacated on June 30, 2017, thereby breaching his fixed term lease. However, they were able to re-rent quickly so only \$100 in rent arrears is owing.

The landlord claims unpaid rent and damages as follows:

- a) \$105 for cleaning
- b) \$155 for carpet cleaning
- c) \$95.25 for drape cleaning
- d) \$100 in rent arrears
- e) \$25 in late fees
- f) \$10 for not returning the tenant manual
- g) \$50 for not returning the laundry card

- h) \$110 for keys not returned
- i) \$300 for liquidated damages for administrative costs of re-renting due to breach.

In evidence are invoices, photographs and a copy of the tenancy agreement supporting the charges. The tenant provided no documents to dispute the claim. On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

### **Analysis**

#### **Monetary Order**

I find that there are rental arrears in the amount of \$100.00

Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

#### **Director's orders: compensation for damage or loss**

67 Without limiting the general authority in section 62 (3) [*director's authority respecting dispute resolution proceedings*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Section 67 of the Act does *not* give the director the authority to order a respondent to pay compensation to the applicant if damage or loss is not the result of the respondent's non-compliance with the Act, the regulations or a tenancy agreement.

The onus is on the landlord to prove on the balance of probabilities that there is damage caused by this tenant, that it is beyond reasonable wear and tear and the cost to cure the damage. I find the landlord's evidence credible that this tenant did not abide by the terms of his lease (#23) and condition inspection report which required him to have the unit, carpet and drapes cleaned upon vacating. I find the landlord entitled to recover the costs of \$105, \$155 and \$95.25 as claimed for cleaning.

I find the evidence is he had a late payment charge of \$25 which is authorized by clause #10 of his lease. I find he did not return the tenant manual, the laundry card or the keys and is subject to charges as claimed as provided in documents with his lease. I find the landlord entitled to recover those charges. I find the tenant breached the lease and is subject to liquidated damages according to clause 5 of his lease. I find \$300 liquidated damages is not

unreasonable for administrative costs of re-renting and preparing the suite for a new tenant. I find the landlord entitled to recover the liquidated damage charge.

I find the costs as claimed are well supported by statements, photographs and invoices and the tenant has not disputed the claim. I find the landlord is entitled to the total of \$950.25 as claimed.

**Conclusion:**

I find the landlord is entitled to a monetary order as calculated below and to retain the security deposit to offset the amount owing. I find the landlord is also entitled to recover filing fees paid for this application.

**Calculation of Monetary Award:**

Cleaning of unit, carpet, drapes	355.25
Rent arrears & late fee	125.00
Charges for manual, laundry card and keys not returned	170.00
Liquidated damages	300.00
Filing fee	100.00
Less security deposit	-500.00
<b>Total Monetary Order to Landlord</b>	<b>550.25</b>

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: January 24, 2018

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Residential Tenancy Branch



# Residential Tenancy Branch

RTB-136

**Now that you have your decision...**

**All decisions are binding and both landlord and tenant are required to comply.**

The RTB website ([www.gov.bc.ca/landlordtenant](http://www.gov.bc.ca/landlordtenant)) has information about:

- How and when to enforce an order of possession:  
Visit: [www.gov.bc.ca/landlordtenant/orders](http://www.gov.bc.ca/landlordtenant/orders)
- How and when to enforce a monetary order:  
Visit: [www.gov.bc.ca/landlordtenant/orders](http://www.gov.bc.ca/landlordtenant/orders)
- How and when to have a decision or order corrected:  
Visit: [www.gov.bc.ca/landlordtenant/review](http://www.gov.bc.ca/landlordtenant/review) to learn about the correction process
- How and when to have a decision or order clarified:  
Visit: [www.gov.bc.ca/landlordtenant/review](http://www.gov.bc.ca/landlordtenant/review) to learn about the clarification process
- How and when to apply for the review of a decision:  
Visit: [www.gov.bc.ca/landlordtenant/review](http://www.gov.bc.ca/landlordtenant/review) to learn about the review process  
**Please Note: Legislated deadlines apply**

To personally speak with Residential Tenancy Branch (RTB) staff or listen to our 24 Hour Recorded Information Line, please call:

- Toll-free: 1-800-665-8779
- Lower Mainland: 604-660-1020
- Victoria: 250-387-1602

Contact any Service BC Centre or visit the RTB office nearest you. For current information on locations and office hours, visit the RTB web site at [www.gov.bc.ca/landlordtenant](http://www.gov.bc.ca/landlordtenant)

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**Residential Tenancy Branch**

#RTB-136 (2014/12)

